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Attorneys for Defendant
Aon Risk Services, Inc. of Ohio

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF HAWAII

PARADISE CRUISE LIMITED,
Plaintiff,

vs.

MICHAEL ELSE AND COMPANY
LTD.; GREAT LAKES
REINSURANCE (UK) PLC, dba
TRANSMARINE; LLOYD'S OF
LONDON; LLOYD'S
UNDERWRITERS; ACORDIA
NORTHWEST, INC.; AON RISK
SERVICES, INC. OF OHIO,
Defendants.

Civil No. 04-00364 ACK/BMK

DEFENDANT AON RISK
SERVICES, INC. OF OHIO'S FINAL
PRE-TRIAL STATEMENT;
CERTIFICATE OF SERVICE

Trial: January 9, 2007
Judge: Hon. Alan C. Kay

DEFENDANT AON RISK SERVICES, INC. OF OHIO'S
FINAL PRE-TRIAL STATEMENT

Defendant AON RISK SERVICES, INC. OF OHIO (“AON”), by and through its attorneys, Cades Schutte LLP, hereby submits its Final Pretrial Statement pursuant to Local Rule 16.6.

A. Party

This pretrial statement is submitted on behalf of AON.

B. Jurisdiction and venue

Jurisdiction and venue are not disputed.

C. Substance of Action

With respect to Aon, Plaintiff has alleged claims for breach of contract, negligence, and unfair and deceptive trade practices under H.R.S. Ch. 480. Aon maintains that Plaintiff has not substantiated any of these claims and denies all liability.

Aon further asserts that Plaintiff’s claims are barred based on the defenses and reasons set forth in its Answer filed on August 16, 2006. These defenses include: 1) failure to state a claim, 2) breach of contract, 3) unclean hands and/or *in pari delicto*, 4) waiver, estoppel, release, consent, laches, acceptance of financial and other benefit, implicit or explicit acceptance, novation, failure to repudiate and/or failure to notify; 5) contributory negligence, assumption of risk, self-inflicted harm, and/or failure to mitigate damages, 6) lack of reliance, 7) lack

of proximate cause, 8) lack of privity and/or authority, 9) lack of jurisdiction, and 10) Haw.Rev. Stat. §663-31.

D. Undisputed Facts

All factual issues germane to the Complaint are in dispute. The only undisputed facts are: 1) Aon's state of incorporation and 2) that, on September 11, 2001, the twin towers of the World Trade Center and the Pentagon were attacked by terrorists using commercial airliners.

E. Disputed Factual Issues

All other factual issues remain in dispute.

F. Relief Prayed

In its Complaint, Plaintiff seeks a judgment for treble damages against Aon, together with an award of actual attorneys' fees, costs, expenses and advances.

G. Points of Law

There are no unique points of law in this matter.

H. Previous Motions

Motion by Defendant Watkins Syndicate to Dismiss and for Order Referring Matter to Arbitration filed 3/21/05. Order by Judge Alan C. Kay granting Watkins' Motion to Dismiss and Staying Case as to AON and Acordia filed 05/17/05.

Motion and Notice of Settlement and Petition for Determination of Good Faith Settlement filed by Paradise Cruise Limited on 12/20/05 (as to Watkins Syndicate). Order Granting Plaintiff's Petition for Determination of Good Faith Settlement (as to Watkins Syndicate) by Magistrate Judge Barry M. Kurren filed 05/01/06 (Entered 05/02/06).

Plaintiff's Notice of Settlement With Acordia Northwest, Inc. and Petition for Determination of Good Faith Settlement filed 10/04/06. Order Confirming Good Faith Settlement as to Plaintiff and Defendant Acordia Northwest, Inc. filed 10/04/06.

I. Witnesses to be Called

At this time, Aon anticipates calling the following witness at trial:

Virginia Cernik
c/o Jeffrey S. Portnoy
Cades Schutte LLP
1000 Bishop Street, Suite 1200
Honolulu, Hawaii 96813

Will testify as to Aon's role, or lack thereof, surrounding the actions alleged in the Complaint and the purchase of the policy at issue.

J. Exhibits, Schedules, and Summaries

At this time, Aon anticipates that the following exhibits may be marked and introduced:

1. Selected pages of e-mails to and from Aon regarding the issues related to Plaintiff's insurance coverage.

2. Transcript of Oral Deposition of John Iwanski, and exhibits thereto.

3. Transcript of Oral Deposition of Layne Wade, and exhibits thereto.

4. Transcript of Oral Deposition of Ronald Howard, and exhibits thereto.

K. Further Discovery or Motions

None.

L. Stipulations

None.

M. Amendments, Dismissals

None.

N. Settlement Discussion

Aon participated in mediation before the Honorable John McConnell (Ret.) on July 20, 2006. The mediation was unsuccessful.

O. Agreed Statement

Aon is willing to discuss an agreed statement, but notes that submitting one is highly unlikely given the parties' positions and past settlement discussions.

P. Bifurcation, Separate Trial of Issues

Unnecessary.

Q. Reference to Master or Magistrate Judge

Aon does not object to reference to a Magistrate Judge.

R. Appointment and Limitation of Experts

None.

S. Trial

Trial is scheduled to begin on January 9, 2007.

T. Estimate of Trial Time

The trial is expected to last approximately three days.

U. Claims of Privilege or Work Product

None.

V. Miscellaneous

None.

DATED: Honolulu, Hawaii, November 21, 2005.

/S/ Christian K. Adams

JEFFREY S. PORTNOY

CHRISTIAN K. ADAMS

Attorneys for Defendant

Aon Risk Services, Inc. of Ohio